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Title: **Oneida, County of (Blue Collar Unit Agreement) and United Public Service Employees Union (UPSEU), (2004) (MOA)**

K#: **820821**

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AMENDMENT TO THE  
AGREEMENT BETWEEN

COUNTY OF ONEIDA

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

BLUE COLLAR UNIT

FOR

THE YEARS

1996-2005

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF ONEIDA  
AND  
THE UNITED PUBLIC SERVICE EMPLOYEES UNION  
BLUE COLLAR UNIT**

This Memorandum of Understanding acknowledges that the County of Oneida ("County") and the United Public Service Employees Union ("UPSEU") agree that the parties' 1996 - 2003 Blue Collar Unit collective bargaining agreement ("CBA") be and hereby is amended in accordance with the following:

1. A new subsection (D) is added to Article 7.1 of the CBA reading as follows:

D. The 2003 salary schedules shall be increased by 1.25% across the board effective January 1, 2004 and by an additional 1.25% across the board effective January 1, 2005. Each eligible employee shall be afforded annual step movement on the adjusted salary schedules for 2004 and 2005 with step movement occurring on January 1, 2004 and January 1, 2005. However, new employees hired subsequent to September 30th of any calendar year shall remain at the initial hiring step until January 1st of the second calendar year following the calendar year in which they were hired. It is also understood that step movement shall continue on each January 1st after the December 31, 2005 expiration date of this Agreement, as amended.

Effective January 1, 2004, Steps 1, 2, and 3 of the 2003 salary schedules shall be eliminated and the remaining steps shall be renumbered beginning with Step 1.

Each employee who is at the top step of the 2003 salary schedule on December 31, 2003 shall be taken "off the schedule" at that time, and shall be granted a 3.25% base salary increase effective January 1, 2004 and an additional 3.25% base salary increase effective January 1, 2005.

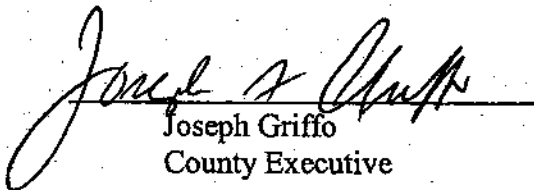
Each employee who is at the top step of the 2004 salary schedule on December 31, 2004 shall be taken "off the schedule" at that time, and shall be granted a 3.25% base salary increase effective January 1, 2005.

2. Article 29.1 of the CBA is amended to read as follows:

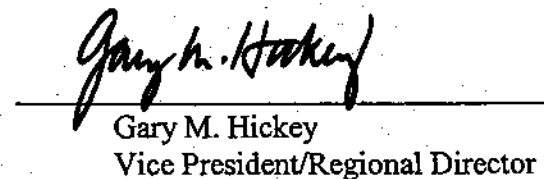
29.1 This Agreement, as amended, shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2005.

The County and UPSEU acknowledge that the aforementioned amendments were ratified by the membership of UPSEU in July 2003 and by the Oneida County Legislature in August 2003 .

FOR THE COUNTY OF ONEIDA:

  
Joseph Griffio  
County Executive

FOR THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION:

  
Gary M. Hickey  
Vice President/Regional Director

Dated: August 28, 2003

Dated: August 19, 2003

**2004 UPSEU BLUE COLLA. - "B" FINAL SCALE**

| GRADE<br>OLD<br>NEW | STEP<br>4<br>1 | STEP<br>5*<br>2 | STEP<br>6<br>3 | STEP<br>7*<br>4 | STEP<br>8<br>5 | STEP<br>9*<br>6 | STEP<br>10<br>7 | STEP<br>11<br>8 | STEP<br>12<br>9 | STEP<br>13<br>10 | STEP<br>14<br>11 | STEP<br>15<br>12 | STEP<br>16<br>13 | STEP<br>17<br>14 | STEP<br>18<br>15 |
|---------------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 8B                  | 17015          | 17516           | 18017          | 18600           | 19182          | 19859           | 20537           | 21169           | 21823           | 22499            | 23249            | 24137            | 25060            | 26020            | 27020            |
| 9B                  | 17444          | 17964           | 18482          | 19079           | 19674          | 20367           | 21060           | 21710           | 22381           | 23075            | 23845            | 24758            | 25705            | 26692            | 27717            |
| 10B                 | 17870          | 18424           | 18978          | 19600           | 20221          | 20942           | 21662           | 22333           | 23024           | 23738            | 24532            | 25471            | 26448            | 27463            | 28520            |
| 11B                 | 18352          | 18934           | 19516          | 20160           | 20803          | 21549           | 22295           | 22986           | 23699           | 24435            | 25253            | 26221            | 27227            | 28274            | 29364            |
| 12B                 | 18836          | 19462           | 20088          | 20762           | 21437          | 22217           | 22998           | 23711           | 24448           | 25208            | 26054            | 27053            | 28093            | 29175            | 30300            |
| 13B                 | 19366          | 20029           | 20691          | 21390           | 22089          | 22898           | 23706           | 24442           | 25202           | 25987            | 26860            | 27891            | 28966            | 30081            | 31243            |
| 14B                 | 19922          | 20632           | 21341          | 22076           | 22810          | 23657           | 24505           | 25267           | 26054           | 26866            | 27770            | 28838            | 29950            | 31106            | 32308            |
| 15B                 | 20552          | 21295           | 22038          | 22796           | 23555          | 24432           | 25307           | 26096           | 26909           | 27750            | 28684            | 29790            | 30939            | 32125            | 33378            |
| 16B                 | 21200          | 21987           | 22774          | 23563           | 24351          | 25261           | 26170           | 26986           | 27830           | 28699            | 29667            | 30811            | 32002            | 33240            | 34527            |
| 17B                 | 21901          | 22734           | 23566          | 24389           | 25211          | 26161           | 27110           | 27956           | 28831           | 29734            | 30737            | 31925            | 33159            | 34444            | 35780            |
| 18B                 | 22642          | 23511           | 24380          | 25230           | 26081          | 27063           | 28044           | 28921           | 29827           | 30763            | 31803            | 33032            | 34312            | 35642            | 37025            |
| 19B                 | 23424          | 24336           | 25248          | 26128           | 27007          | 28023           | 29039           | 29948           | 30887           | 31856            | 32935            | 34210            | 35537            | 36916            | 38350            |
| 20B                 | 24275          | 25227           | 26179          | 27091           | 28003          | 29056           | 30108           | 31052           | 32027           | 33034            | 34153            | 35477            | 36854            | 38286            | 39775            |
| 21B                 | 25133          | 26127           | 27119          | 28060           | 29001          | 30088           | 31176           | 32155           | 33165           | 34209            | 35370            | 36743            | 38170            | 39655            | 41199            |
| 22B                 | 26043          | 27092           | 28142          | 29126           | 30108          | 31243           | 32378           | 33395           | 34447           | 35533            | 36739            | 38166            | 39651            | 41195            | 42800            |
| 23B                 | 27016          | 28108           | 29199          | 30215           | 31231          | 32404           | 33577           | 34634           | 35725           | 36852            | 38104            | 39587            | 41128            | 42732            | 44398            |
| 24B                 | 27994          | 29142           | 30289          | 31345           | 32401          | 33621           | 34841           | 35940           | 37073           | 38244            | 39545            | 41085            | 42686            | 44352            | 46084            |
| 25B                 | 29082          | 30277           | 31472          | 32563           | 33653          | 34916           | 36178           | 37319           | 38498           | 39714            | 41068            | 42669            | 44333            | 46065            | 47865            |
| 26B                 | 30187          | 31450           | 32714          | 33857           | 35000          | 36321           | 37642           | 38830           | 40059           | 41326            | 42736            | 44403            | 46138            | 47941            | 49816            |
| 27B                 | 31341          | 32663           | 33986          | 35171           | 36356          | 37726           | 39096           | 40332           | 41609           | 42927            | 44392            | 46125            | 47929            | 49804            | 51754            |
| 28B                 | 32554          | 33861           | 35168          | 36349           | 37529          | 38900           | 40271           | 41546           | 42862           | 44221            | 45732            | 47519            | 49378            | 51310            | 53320            |
| 29B                 | 33886          | 35188           | 36491          | 37677           | 38863          | 40246           | 41628           | 42946           | 44308           | 45714            | 47277            | 49127            | 51049            | 53049            | 55129            |
| 30B                 | 35222          | 36521           | 37819          | 39010           | 40200          | 41595           | 42989           | 44352           | 45759           | 47212            | 48828            | 50738            | 52726            | 54792            | 56942            |
| 31B                 | 36437          | 37772           | 39107          | 40327           | 41547          | 42978           | 44408           | 45818           | 47273           | 48774            | 50445            | 52420            | 54475            | 56612            | 58834            |
| 32B                 | 37679          | 39065           | 40450          | 41710           | 42969          | 44448           | 45925           | 47383           | 48889           | 50444            | 52172            | 54217            | 56344            | 58555            | 60855            |
| 33B                 | 38930          | 40377           | 41825          | 43129           | 44434          | 45963           | 47492           | 49002           | 50560           | 52169            | 53958            | 56074            | 58275            | 60564            | 62944            |
| 34B                 | 40269          | 41768           | 43266          | 44612           | 45956          | 47536           | 49114           | 50677           | 52290           | 53954            | 55806            | 57996            | 60274            | 62642            | 65106            |
| 35B                 | 41666          | 43229           | 44790          | 46180           | 47570          | 49202           | 50835           | 52453           | 54123           | 55847            | 57765            | 60034            | 62393            | 64847            | 67399            |
| 36B                 | 43109          | 44740           | 46371          | 47816           | 49260          | 50955           | 52649           | 54326           | 56057           | 57845            | 59834            | 62184            | 64629            | 67172            | 69817            |
| 37B                 | 44596          | 46296           | 47995          | 49490           | 50984          | 52739           | 54493           | 56229           | 58022           | 59874            | 61933            | 64369            | 66901            | 69534            | 72274            |
| 38B                 | 46178          | 47966           | 49753          | 51314           | 52873          | 54702           | 56531           | 58334           | 60195           | 62118            | 64255            | 66783            | 69412            | 72147            | 74991            |
| 39B                 | 47843          | 49701           | 51559          | 53171           | 54784          | 56677           | 58568           | 60437           | 62367           | 64360            | 66576            | 69196            | 71922            | 74757            | 77705            |
| 40B                 | 49540          | 51494           | 53447          | 55132           | 56816          | 58792           | 60766           | 62707           | 64711           | 66779            | 69080            | 71801            | 74631            | 77574            | 80634            |
| 41B                 | 51404          | 53439           | 55474          | 57221           | 58968          | 61017           | 63066           | 65081           | 67162           | 69311            | 71699            | 74525            | 77464            | 80521            | 83699            |
| 42B                 | 53279          | 55428           | 57578          | 59407           | 61236          | 63378           | 65521           | 67616           | 69779           | 72013            | 74497            | 77434            | 80490            | 83667            | 86972            |
| 43B                 | 55292          | 57535           | 59779          | 61678           | 63578          | 65802           | 68027           | 70204           | 72450           | 74771            | 77351            | 80404            | 83578            | 86879            | 90311            |
| 44B                 | 57401          | 59751           | 62100          | 64079           | 66059          | 68376           | 70693           | 72956           | 75293           | 77705            | 80388            | 83562            | 86862            | 90295            | 93865            |
| 45B                 | 59657          | 62103           | 64548          | 66600           | 68653          | 71056           | 73460           | 75813           | 78243           | 80752            | 83541            | 86840            | 90272            | 93841            | 97552            |
| 46B                 | 61962          | 64527           | 67091          | 69233           | 71374          | 73881           | 76388           | 78836           | 81365           | 83975            | 86877            | 90310            | 93880            | 97593            | 101455           |
| 47B                 | 64407          | 67093           | 69778          | 72011           | 74244          | 76857           | 79470           | 82019           | 84650           | 87367            | 90388            | 93961            | 97678            | 101543           | 105562           |
| 48B                 | 66951          | 69770           | 72590          | 74922           | 77254          | 79982           | 82710           | 85364           | 88104           | 90934            | 94079            | 97800            | 101670           | 105695           | 109881           |
| 49B                 | 69635          | 72592           | 75549          | 77982           | 80415          | 83261           | 86106           | 88870           | 91724           | 94671            | 97948            | 101823           | 105855           | 110047           | 114406           |
| 50B                 | 72466          | 75561           | 78655          | 81191           | 83728          | 86694           | 89660           | 92539           | 95513           | 98583            | 101996           | 106034           | 110234           | 114601           | 119143           |

\* Old Steps 5, 7 and 9 apply only to employees hired on or after January 1, 2001

**2005 UPSEU BLUE COLLA. "B" FINAL SCALE**

| GRADE<br>OLD<br>NEW | STEP<br>4<br>1 | STEP<br>5*<br>2 | STEP<br>6<br>3 | STEP<br>7*<br>4 | STEP<br>8<br>5 | STEP<br>9*<br>6 | STEP<br>10<br>7 | STEP<br>11<br>8 | STEP<br>12<br>9 | STEP<br>13<br>10 | STEP<br>14<br>11 | STEP<br>15<br>12 | STEP<br>16<br>13 | STEP<br>17<br>14 | STEP<br>18<br>15 |
|---------------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 8B                  | 17228          | 17735           | 18243          | 18832           | 19422          | 20107           | 20793           | 21434           | 22096           | 22780            | 23540            | 24439            | 25374            | 26345            | 27357            |
| 9B                  | 17662          | 18188           | 18713          | 19317           | 19920          | 20622           | 21323           | 21981           | 22661           | 23363            | 24143            | 25067            | 26027            | 27025            | 28064            |
| 10B                 | 18093          | 18655           | 19216          | 19845           | 20473          | 21203           | 21933           | 22612           | 23312           | 24035            | 24839            | 25790            | 26778            | 27806            | 28877            |
| 11B                 | 18581          | 19170           | 19760          | 20412           | 21063          | 21818           | 22574           | 23273           | 23995           | 24740            | 25568            | 26548            | 27567            | 28627            | 29731            |
| 12B                 | 19071          | 19706           | 20339          | 21022           | 21705          | 22495           | 23285           | 24007           | 24753           | 25523            | 26379            | 27391            | 28444            | 29540            | 30679            |
| 13B                 | 19608          | 20280           | 20950          | 21657           | 22365          | 23184           | 24002           | 24747           | 25517           | 26312            | 27195            | 28240            | 29328            | 30457            | 31633            |
| 14B                 | 20171          | 20890           | 21608          | 22351           | 23095          | 23953           | 24811           | 25583           | 26379           | 27201            | 28117            | 29199            | 30324            | 31495            | 32712            |
| 15B                 | 20809          | 21561           | 22314          | 23081           | 23849          | 24737           | 25624           | 26422           | 27246           | 28096            | 29043            | 30162            | 31326            | 32526            | 33795            |
| 16B                 | 21465          | 22262           | 23059          | 23857           | 24655          | 25577           | 26497           | 27323           | 28177           | 29058            | 30038            | 31197            | 32402            | 33656            | 34959            |
| 17B                 | 22175          | 23018           | 23861          | 24694           | 25526          | 26488           | 27449           | 28306           | 29191           | 30106            | 31122            | 32324            | 33574            | 34875            | 36227            |
| 18B                 | 22925          | 23805           | 24685          | 25546           | 26407          | 27401           | 28395           | 29283           | 30200           | 31147            | 32200            | 33445            | 34740            | 36088            | 37488            |
| 19B                 | 23717          | 24641           | 25563          | 26454           | 27345          | 28373           | 29401           | 30322           | 31273           | 32254            | 33346            | 34638            | 35981            | 37377            | 38830            |
| 20B                 | 24578          | 25543           | 26506          | 27430           | 28353          | 29419           | 30484           | 31441           | 32428           | 33447            | 34580            | 35920            | 37315            | 38764            | 40272            |
| 21B                 | 25447          | 26453           | 27458          | 28411           | 29364          | 30465           | 31566           | 32557           | 33580           | 34637            | 35812            | 37202            | 38647            | 40150            | 41714            |
| 22B                 | 26368          | 27431           | 28494          | 29490           | 30484          | 31633           | 32782           | 33813           | 34878           | 35977            | 37198            | 38643            | 40146            | 41710            | 43335            |
| 23B                 | 27353          | 28459           | 29564          | 30593           | 31621          | 32809           | 33996           | 35066           | 36172           | 37313            | 38581            | 40082            | 41642            | 43266            | 44953            |
| 24B                 | 28344          | 29506           | 30668          | 31737           | 32806          | 34041           | 35277           | 36389           | 37536           | 38722            | 40040            | 41599            | 43220            | 44906            | 46660            |
| 25B                 | 29446          | 30655           | 31865          | 32970           | 34074          | 35353           | 36630           | 37785           | 38980           | 40211            | 41581            | 43202            | 44887            | 46641            | 48463            |
| 26B                 | 30564          | 31843           | 33123          | 34280           | 35438          | 36775           | 38112           | 39316           | 40559           | 41843            | 43270            | 44958            | 46714            | 48540            | 50439            |
| 27B                 | 31733          | 33072           | 34410          | 35611           | 36810          | 38197           | 39584           | 40836           | 42129           | 43464            | 44947            | 46702            | 48528            | 50426            | 52401            |
| 28B                 | 32961          | 34284           | 35608          | 36803           | 37998          | 39387           | 40775           | 42065           | 43398           | 44774            | 46303            | 48113            | 49995            | 51952            | 53987            |
| 29B                 | 34310          | 35628           | 36947          | 38148           | 39349          | 40749           | 42148           | 43483           | 44862           | 46286            | 47868            | 49741            | 51687            | 53712            | 55818            |
| 30B                 | 35662          | 36977           | 38292          | 39497           | 40703          | 42114           | 43526           | 44906           | 46331           | 47802            | 49438            | 51373            | 53385            | 55477            | 57654            |
| 31B                 | 36892          | 38244           | 39596          | 40831           | 42066          | 43515           | 44963           | 46390           | 47864           | 49384            | 51075            | 53075            | 55155            | 57320            | 59570            |
| 32B                 | 38150          | 39554           | 40956          | 42231           | 43507          | 45003           | 46499           | 47975           | 49500           | 51074            | 52824            | 54895            | 57048            | 59287            | 61616            |
| 33B                 | 39416          | 40882           | 42348          | 43669           | 44989          | 46538           | 48086           | 49614           | 51192           | 52821            | 54633            | 56775            | 59004            | 61321            | 63731            |
| 34B                 | 40773          | 42290           | 43807          | 45169           | 46531          | 48130           | 49728           | 51310           | 52943           | 54629            | 56504            | 58721            | 61028            | 63425            | 65920            |
| 35B                 | 42187          | 43769           | 45350          | 46757           | 48165          | 49817           | 51470           | 53108           | 54800           | 56546            | 58487            | 60785            | 63173            | 65657            | 68242            |
| 36B                 | 43648          | 45300           | 46951          | 48414           | 49876          | 51592           | 53307           | 55005           | 56758           | 58568            | 60582            | 62961            | 65437            | 68012            | 70690            |
| 37B                 | 45153          | 46874           | 48594          | 50109           | 51622          | 53398           | 55174           | 56932           | 58748           | 60623            | 62707            | 65173            | 67737            | 70404            | 73178            |
| 38B                 | 46755          | 48566           | 50375          | 51955           | 53534          | 55386           | 57238           | 59063           | 60948           | 62894            | 65058            | 67618            | 70280            | 73049            | 75928            |
| 39B                 | 48441          | 50322           | 52203          | 53836           | 55469          | 57385           | 59300           | 61193           | 63147           | 65164            | 67408            | 70061            | 72821            | 75691            | 78677            |
| 40B                 | 50159          | 52137           | 54115          | 55821           | 57527          | 59527           | 61526           | 63491           | 65520           | 67614            | 69943            | 72699            | 75564            | 78543            | 81642            |
| 41B                 | 52046          | 54107           | 56167          | 57937           | 59705          | 61780           | 63854           | 65895           | 68002           | 70177            | 72595            | 75457            | 78433            | 81528            | 84746            |
| 42B                 | 53945          | 56121           | 58298          | 60150           | 62001          | 64171           | 66340           | 68461           | 70652           | 72913            | 75428            | 78402            | 81496            | 84713            | 88059            |
| 43B                 | 55983          | 58255           | 60526          | 62449           | 64373          | 66625           | 68877           | 71081           | 73356           | 75706            | 78318            | 81409            | 84623            | 87965            | 91440            |
| 44B                 | 58118          | 60498           | 62876          | 64880           | 66884          | 69231           | 71576           | 73868           | 76234           | 78677            | 81393            | 84606            | 87948            | 91423            | 95038            |
| 45B                 | 60402          | 62879           | 65355          | 67433           | 69511          | 71944           | 74378           | 76761           | 79221           | 81761            | 84586            | 87926            | 91401            | 95014            | 98772            |
| 46B                 | 62736          | 65333           | 67930          | 70098           | 72266          | 74805           | 77343           | 79822           | 82382           | 85024            | 87963            | 91439            | 95054            | 98813            | 102723           |
| 47B                 | 65212          | 67932           | 70651          | 72911           | 75172          | 77818           | 80463           | 83044           | 85708           | 88459            | 91518            | 95136            | 98899            | 102812           | 106882           |
| 48B                 | 67787          | 70642           | 73498          | 75858           | 78219          | 80982           | 83744           | 86431           | 89205           | 92070            | 95255            | 99023            | 102941           | 107016           | 111254           |
| 49B                 | 70505          | 73500           | 76493          | 78957           | 81420          | 84302           | 87182           | 89981           | 92871           | 95854            | 99173            | 103096           | 107178           | 111422           | 115837           |
| 50B                 | 73371          | 76505           | 79638          | 82206           | 84774          | 87778           | 90781           | 93696           | 96707           | 99815            | 103271           | 107359           | 111612           | 116033           | 120632           |

\* Old Steps 5, 7 and 9 apply only to employees hired on or after January 1, 2001

**2004 - 2005 UPSEU BLUE COLLAR - "B" FINAL OFFSCALE**

| GRADE | OFF STEP<br>"16"<br>3.25%<br>2004 |
|-------|-----------------------------------|
| 8B    | 27553                             |
| 9B    | 28265                             |
| 10B   | 29083                             |
| 11B   | 29944                             |
| 12B   | 30899                             |
| 13B   | 31860                             |
| 14B   | 32946                             |
| 15B   | 34037                             |
| 16B   | 35209                             |
| 17B   | 36486                             |
| 18B   | 37756                             |
| 19B   | 39108                             |
| 20B   | 40561                             |
| 21B   | 42012                             |
| 22B   | 43646                             |
| 23B   | 45275                             |
| 24B   | 46994                             |
| 25B   | 48810                             |
| 26B   | 50800                             |
| 27B   | 52776                             |
| 28B   | 54374                             |
| 29B   | 56218                             |
| 30B   | 58067                             |
| 31B   | 59997                             |
| 32B   | 62057                             |
| 33B   | 64187                             |
| 34B   | 66392                             |
| 35B   | 68730                             |
| 36B   | 71196                             |
| 37B   | 73702                             |
| 38B   | 76472                             |
| 39B   | 79240                             |
| 40B   | 82227                             |
| 41B   | 85353                             |
| 42B   | 88690                             |
| 43B   | 92095                             |
| 44B   | 95719                             |
| 45B   | 99479                             |
| 46B   | 103459                            |
| 47B   | 107647                            |
| 48B   | 112051                            |
| 49B   | 116666                            |
| 50B   | 121496                            |

| GRADE | OFF STEP<br>"16"<br>3.25%<br>2005 | OFF STEP<br>"17"<br>3.25%<br>2005 |
|-------|-----------------------------------|-----------------------------------|
| 8B    | 27898                             | 28449                             |
| 9B    | 28618                             | 29183                             |
| 10B   | 29447                             | 30029                             |
| 11B   | 30318                             | 30917                             |
| 12B   | 31285                             | 31903                             |
| 13B   | 32258                             | 32895                             |
| 14B   | 33358                             | 34017                             |
| 15B   | 34463                             | 35144                             |
| 16B   | 35649                             | 36354                             |
| 17B   | 36943                             | 37672                             |
| 18B   | 38228                             | 38984                             |
| 19B   | 39597                             | 40379                             |
| 20B   | 41068                             | 41879                             |
| 21B   | 42538                             | 43378                             |
| 22B   | 44191                             | 45064                             |
| 23B   | 45841                             | 46747                             |
| 24B   | 47582                             | 48522                             |
| 25B   | 49421                             | 50397                             |
| 26B   | 51435                             | 52451                             |
| 27B   | 53436                             | 54491                             |
| 28B   | 55053                             | 56141                             |
| 29B   | 56920                             | 58045                             |
| 30B   | 58793                             | 59954                             |
| 31B   | 60746                             | 61946                             |
| 32B   | 62833                             | 64074                             |
| 33B   | 64990                             | 66274                             |
| 34B   | 67222                             | 68550                             |
| 35B   | 69590                             | 70964                             |
| 36B   | 72086                             | 73510                             |
| 37B   | 74623                             | 76097                             |
| 38B   | 77428                             | 78957                             |
| 39B   | 80231                             | 81816                             |
| 40B   | 83255                             | 84900                             |
| 41B   | 86420                             | 88127                             |
| 42B   | 89798                             | 91572                             |
| 43B   | 93246                             | 95088                             |
| 44B   | 96915                             | 98830                             |
| 45B   | 100723                            | 102712                            |
| 46B   | 104752                            | 106821                            |
| 47B   | 108993                            | 111146                            |
| 48B   | 113452                            | 115693                            |
| 49B   | 118125                            | 120458                            |
| 50B   | 123015                            | 125445                            |

AGREEMENT BETWEEN

COUNTY OF ONEIDA

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

BLUE COLLAR UNIT

FOR

THE YEARS

1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003



## TABLE OF CONTENTS

| <u>ARTICLE</u> |   | <u>PAGE</u> |
|----------------|---|-------------|
| I              | <u>APPLICABLE LAW</u> .....   | 1           |
| II             | <u>RECOGNITION</u> .....  | 1           |
| III            | <u>EXCLUSIVITY</u> .....  | 1           |
| IV             | <u>MANAGEMENT RIGHTS</u> .....  | 2           |
| IV-A           | <u>LABOR/MANAGEMENT MEETINGS</u> .....  | 2           |
| V              | <u>MEMBERSHIP DUES AND ASSOCIATION SECURITY</u> .....                           | 2           |
| VI             | <u>NO STRIKES</u> .....   | 6           |
| VI-A           | <u>NONDISCRIMINATION</u> .....  | 6           |
| VII            | <u>ADMINISTRATION OF THE SALARY SCHEDULE</u>                                    |             |
|                | 7.1 Salary .....  | 6           |
|                | 7.2 Permanent, Provisional and Contingent Permanent<br>Promotions .....         | 7           |
|                | 7.3 Demotion and Exercise of Seniority Displacement .                           | 7           |
|                | 7.4 Layoff and Recall .....   | 8           |
|                | 7.5 Reinstatement .....   | 8           |
|                | 7.6 Failure of Provisional Appointment to Mature<br>Into Permanent Status ..... | 8           |
|                | 7.7 Starting Salary .....   | 8           |
|                | 7.8 Retroactivity .....   | 8           |
|                | 7.9 W.P.C. Differential Pay .....   | 8           |
|                | 7.10 Elimination of Forty Hour Differential .....                               | 8           |
|                | 7.11 Longevity .....  | 9           |
|                | 7.12 Mileage .....  | 9           |
|                | 7.13 Shift Differential .....   | 9           |
|                | 7.14 Call Out Pay .....   | 10          |
|                | 7.15 Unscheduled Call-Out Incentive .....                                       | 10          |
|                | 7.16 One-Person Plowing Bonus Pay .....   | 11          |
| VIII           | <u>WORK HOURS</u> .....   | 11          |
| IX             | <u>OVERTIME PAY</u> .....   | 11          |
| X              | <u>RETIREMENT</u> .....   | 13          |

|        |  |    |
|--------|--|----|
| XI     | <u>LEAVE OF ABSENCE WITH PAY</u>                         |    |
|        | 11.1 Sick Leave .....                                    | 13 |
|        | 11.2 Vacation Schedule .....                             | 14 |
|        | 11.3 Holidays .....                                      | 14 |
|        | 11.4 Personal Leave .....                                | 15 |
| XII    | <u>WORKERS' COMPENSATION</u> .....                       | 16 |
| XIII   | <u>HEALTH AND SAFETY</u> .....                           | 17 |
| XIV    | <u>UNEMPLOYMENT INSURANCE</u> .....                      | 17 |
| XV     | <u>JOB SECURITY</u> .....                                | 17 |
| XVI    | <u>UNIFORMS</u> .....                                    | 20 |
| XVII   | <u>DRESS CODE</u> .....                                  | 20 |
| XVII-A | <u>EMPLOYEE ADDRESS AND TELEPHONE NUMBER</u> .....       | 21 |
| XVIII  | <u>HEALTH INSURANCE COVERAGE</u> .....                   | 21 |
| XIX    | <u>GRADUATE CREDIT HOURS PAY</u> .....                   | 24 |
| XX     | <u>LUNCH ALLOWANCE</u> .....                             | 25 |
| XXI    | <u>TUITION ASSISTANCE</u> .....                          | 25 |
| XXII   | <u>GRIEVANCE AND ARBITRATION PROCEDURE</u> .....         | 26 |
| XXIII  | <u>PERSONNEL FILES</u> .....                             | 29 |
| XXIV   | <u>DISCIPLINE AND DISCHARGE PROCEDURE</u> .....          | 30 |
| XXV    | <u>REVIEW OF REALLOCATION AND RECLASSIFICATION</u> ..... | 31 |
| XXVI   | <u>MISCELLANEOUS</u>                                     |    |
|        | 26.1 Emergency Closing .....                             | 32 |
|        | 26.2 Copies of Contract .....                            | 32 |
|        | 26.3 Bulletin Boards .....                               | 33 |
|        | 26.4 Leave for Court and Jury Attendance .....           | 33 |
|        | 26.5 Appendix A .....                                    | 33 |
|        | 26.6 Seasonal Duties .....                               | 33 |
|        | 26.7 Probationary Periods .....                          | 34 |
|        | 26.8 Overtime/Water Pollution Control .....              | 34 |

|        |  |    |
|--------|--|----|
| XXVII  | <u>GENERAL CONSIDERATIONS</u> .....      | 34 |
| XXVIII | <u>LEGISLATIVE APPROVAL</u> .....        | 35 |
| XXIX   | <u>CONTINUATION</u> .....                | 35 |
|        | <u>SIGNATURES</u> .....                  | 36 |
|        | <u>MEMORANDUM OF UNDERSTANDING</u> ..... | 37 |
|        | <u>APPENDIX A</u> - Grade Classification |    |
|        | <u>APPENDIX B</u> - Salary Schedules     |    |

## ARTICLE I

## APPLICABLE LAW

The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, state laws and the local laws of the County of Oneida not inconsistent with said Act, shall govern the terms and provisions of this Agreement.

## ARTICLE II

## RECOGNITION

2.1 In or about 1995, the United Public Service Employees Union ("UPSEU"), filed a petition with the New York State Public Employment Relations Board ("PERB") seeking to represent a unit of employees of the County of Oneida. Said unit was certified by PERB on January 31, 1996.

2.2 The County hereby acknowledges that UPSEU shall be the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment through collective negotiations and the administration of grievances arising thereunder for members of the defined bargaining unit. It is further expressly understood that the term "County" as used herein shall mean the County of Oneida.

2.3 UPSEU represents employees of the County holding a budgeted regular full-time position in a title reflected in Appendix A -- Grade Classification.

2.4 All part-time, temporary, seasonal, and casual employees shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified as defined by the Oneida County Civil Services Rules shall be excluded from the bargaining unit. All other County officers and employees not listed in Appendix A shall be excluded from the bargaining unit.

## ARTICLE III

## EXCLUSIVITY

UPSEU shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its representatives and to appear before appropriate officials of the County to

affect such representation, unless otherwise provided by law; to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any unlawful interference, restraint, coercion or discrimination by the County. UPSEU shall have the right to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated or modified by this Agreement, or unless otherwise provided by law.

#### ARTICLE IV      MANAGEMENT RIGHTS

It is agreed that the management officials of the County retain the right to direct employees, to hire, promote, transfer, discipline, subject to law and the terms of this Agreement; to maintain the efficiency of operations entrusted to them; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency; provided that such rights shall not be exercised in violation of other sections of this Agreement or in violation of any law.

#### ARTICLE IV-A      LABOR/MANAGEMENT MEETINGS

Meetings between representatives of the County and no more than three (3) representatives of UPSEU, including any outside representatives, on employment related matters and methods of improving the relationship between the parties will be arranged upon reasonable request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The first such meeting shall be held on or about thirty (30) days after the execution date of this Agreement and shall continue at three-month intervals as necessary. Employees acting on behalf of UPSEU shall suffer no loss of time or pay should such meetings fall within their regular work hours.

#### ARTICLE V      MEMBERSHIP DUES AND ASSOCIATION SECURITY

5.1 Following receipt by the County of a signed

authorization form from the employee, the County shall deduct from the wages of each employee the regular membership dues and union sponsored insurance and benefit program premiums for those employees authorizing such deductions of UPSEU. UPSEU shall notify the County by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779. No other employee organization shall be accorded such payroll deduction privilege for members of this bargaining unit to the fullest extent required by the Taylor Law.

5.2 The County shall deduct on a biweekly basis from the wages of all bargaining unit employees who are not members of UPSEU, the amount equivalent to the dues levied by UPSEU and remit the sum to UPSEU, 3555 Veterans Parkway, Suite H, Ronkonkoma, New York 11779. Provided, however, that UPSEU shall establish and maintain a procedure providing for a refund to any employee demanding the return of any part of this agency shop fee deduction which represents the employee's pro rated share of expenditures by UPSEU in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The County shall not deduct agency shop dues from the wages of persons occupying positions listed on Appendix A who have not authorized such deductions.

5.3 UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

5.4 Membership in UPSEU shall be voluntary, and there shall be no unlawful discrimination, interference, restraint or coercion by the County or any of its agents, against any employee because of the employee's membership in UPSEU, or because of any lawful activities on behalf of UPSEU, nor shall there be any discrimination, interference, restraint or coercion by UPSEU, or any of its agents, against any employee because of failure to join UPSEU.

5.5 UPSEU's business representative shall have the right to visit any County facility where employees represented by UPSEU work for the purposes of adjusting grievances and administering

the terms of this Agreement. The business representative shall be required to inform an appropriate County official in advance, or immediately upon arrival at the particular County facility, of such visits, and shall provide the County assurance that no inordinate interruption in the work of any County employee will be involved by virtue of such visits.

5.6 The above rights of UPSEU are not all inclusive but indicate the type of matters or rights which are inherent to or belong to it as bargaining agent.

5.7 With the approval of the County Executive, UPSEU shall have the right to designate a representative of UPSEU's accident and health insurance program and UPSEU's life insurance program for the purpose of visiting the employees covered under this Agreement while on the job and for the purpose of interesting them in this protection and for adjusting any claims provided, however, that the appropriate County official is notified and that total assurance is given him/her that no inordinate interruption in the work of the employee will be involved.

5.8 UPSEU will designate one (1) employee its Unit Chief Shop Steward and will authorize this employee, at its discretion and subject to the limitations it may set, to deal with the County about employment conditions and adjustment of problems arising from this Agreement. The name of the Unit Chief Shop Steward shall be certified in writing to the County Commissioner of Personnel on an annual basis and/or as changes occur. When it is necessary for the Unit Chief Shop Steward to engage in UPSEU activities which cannot be performed other than during normal working hours, the County Executive, or his/her designated representative, may give such time, without loss of pay, as is reasonably necessary to perform such activities. If the conduct of authorized UPSEU business extends beyond normal working hours, there shall be no additional pay under any circumstances.

5.9 The County agrees that it will allow an aggregate maximum of fifteen (15) days per year time off with pay at the regular straight-time hourly rate to employees who are union stewards or UPSEU Unit Chief Shop Steward to attend conferences or meetings of UPSEU's Executive Board upon approval of the County Executive, provided that no more than two (2) employees are absent from a department at the same time. For purposes of this section, the union agrees to correspond with the Department

Head involved and the Commissioner of Personnel thirty (30) days in advance whenever practicable and inform them of the exercise of these rights.

The Commissioner of Personnel shall have the approval, so far as record-keeping only is concerned, as to whether the UPSEU member will attend with pay or upon his or her own time such as compensatory time, vacation, personal leave, or leave without pay. Special delegates' meetings may be attended only on approval of the County Executive and not be subject to the maximum above.

5.10 The County agrees that it will permit and pay representatives of the union who are regular County employees, not to exceed five (5) in number, time while on the job to resolve union grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this Agreement. The County also agrees to permit negotiators for the union, not to exceed five (5) in number, who are regular County employees time while on the job to negotiate future agreements.

5.11 The County agrees that any employee appointed by UPSEU's President to a Statewide UPSEU Committee, will be granted time off with pay to attend obligatory meetings, not exceeding two (2) days total time off per year for this purpose.

5.12 When night time meetings are unable to be conducted, the Unit Chief Shop Steward will be allowed time off with pay to attend meetings called by the UPSEU President. Payment shall cover not more than two (2) meetings per year nor for more than 1-1/2 hours per meeting. When a meeting is called on a day other than an employee's normal scheduled workday, no County payment of any kind will be made.

5.13 By January 31st of each calendar year, the County shall forward to the union a listing of each employee in the bargaining unit including the employee's full name, home address, social security number, job title, department, and date of hire.

The County also agrees to supply quarterly at the request of the union a list of all newly hired unit members, indicating each employee's name and date of hire, and a list of those unit members who have terminated employment during the



particular quarter, indicating the former employee's name and date of termination.

#### ARTICLE VI      NO STRIKES

In accordance with the Taylor Law, UPSEU, for itself and on behalf of the employees it represents, hereby affirms that it does not have the right to strike against the County, to assist or participate in any such strike, or to impose an obligation on its membership to conduct, assist or participate in any such strike.

#### ARTICLE VI-A    NONDISCRIMINATION

6A.1 Neither the County nor UPSEU shall discriminate against any employee, or applicant for employment, in a manner which would violate any applicable federal or state employment discrimination laws.

6A.2 With respect to compliance by the County with the provisions of the American With Disabilities Act ("ADA" or "Act") and the regulations issued pursuant to the Act, UPSEU agrees that it shall have the same obligations as the County with respect to reasonable accommodations. With respect to the County's attempt to afford a reasonable accommodation in accordance with provisions of the ADA and regulations issued pursuant to the Act, UPSEU shall have an affirmative obligation to assist the County in achieving any such accommodation.

#### ARTICLE VII      ADMINISTRATION OF THE SALARY SCHEDULE

7.1 The salary schedules for full-time employees covered by this Agreement are set forth in Appendix B.

The salary schedule for 1996, 1997 and 1998 shall be as existed under the terms of the expired 1993-1995 Agreement (including the "off-schedule" Steps 6.5, 7 and 7.5). There shall be no additional salary expenditures for 1996, 1997 and 1998. The schedule shall continue for 1999, 2000, 2001, 2002 and 2003, subject to the following conditions and modifications thereto:

A. The "off-schedule" Steps 6.5, 7 and 7.5 shall be adjusted effective January 1, 1999 to reflect an additional 0.25% increase to each of these steps. The resulting increments are 3.25% each applicable year.

B. Five (5) additional steps shall be added to the top of the 1998 schedule with the first of these new steps being 3.5% higher than the immediately preceding step, and the other four (4) new steps being 4.0% higher than the immediately preceding step. Effective January 1, 2001, three new midpoint steps will be added to the schedule between prior steps 4 and 5, 5 and 5.5 and 5.5 and 6. Such new steps shall apply only to those employees hired on or after January 1, 2001. The schedule's steps shall then be renumbered so each step is a whole number, i.e., the 1999-2003 schedule shall indicate Steps 1-18.

C. Each employee shall be eligible for annual step movement on the 1999-2003 schedule with step movement occurring on January 1, 1999, January 1, 2000, January 1, 2001, January 1, 2002 and January 1, 2003. However, new employees hired subsequent to September 30th of any calendar year will remain at Step 1 until January 1st of the second calendar year following the calendar year in which they were hired. The starting point for the January 1, 1999 step movement shall be the employee's last 1998 base salary as of December 31, 1998. It is also understood that step movement shall continue on each January 1st after the expiration date of this Agreement. Notwithstanding this, upon reaching Step 18 of the particular salary grade, there shall be no further step movement or base salary increases until such time as a successor agreement to this Agreement is negotiated.

7.2 Permanent, Provisional and Contingent Permanent Promotions. When an employee is promoted on a permanent, provisional or contingent permanent basis, he/she shall be placed at the lowest step of his/her new salary grade which provides a salary increase of at least \$600.

7.3 Demotion and Exercise of Seniority Displacement Rights. When an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position as provided in Article XV -- Layoff and Recall, that employee will move to the step within the lower grade closest to but in no case

greater than the salary he/she is currently receiving.

7.4 Layoff and Recall. When an employee is recalled from layoff in accordance with the provisions of Article XV -- Layoff and Recall, that employee shall be paid at the same step he/she was paid immediately prior to layoff.

7.5 Reinstatement. When an employee is reinstated from an unpaid leave of absence, that employee shall be paid at the same step he/she was paid upon commencing the leave of absence.

7.6 Failure of Provisional Appointment to Mature Into Permanent Status. When an employee with permanent Civil Service status in one title is serving provisionally in a higher level title and fails to qualify for permanent appointment to the higher level title, that employee shall upon reinstatement to the lower title be paid at the same step and grade of the lower title that he/she would have occupied but for the provisional appointment.

7.7 Starting Salary. New employees shall normally be paid at the Step 1 rate of the grade. However, when a department head demonstrates severe and continued recruitment difficulty for a specific job title, the County reserves the right to increase the starting salary of that job title up to Step 3 of that grade. Such action shall occur only when authorized in advance by the County Commissioner of Personnel. Any employee in that job title whose salary falls below the new starting salary shall have his/her salary raised to the same level as that of the new starting salary.

7.8 Retroactivity. Where applicable, an employee who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment based upon his/her new 1999 and/or 2000 base salary after ratification for those hours or periods actually compensated, included overtime where appropriate, between January 1, 1999 and said payroll period.

7.9 W.P.C. Differential Pay. All employees in W.P.C. Sanitation Sewers and Sewage Treatment shall receive an additional \$.50 per hour compensation.

7.10 The former "Forty Hour Differential" will be deleted

from this 1996-2003 Agreement with the understanding that those Blue Collar Unit employees assigned to a forty (40) hour regular work week will have their contractual regular hourly wage rate increased by \$.45 per hour effective January 1, 2000. Effective January 2001, said amount shall be paid biweekly and included in the employee's regular biweekly paycheck as part of base weekly earnings. It is understood that said payments will replace the former practice of paying each such employee an annual lump sum payment of \$700. Effective January 1, 2002, each such employee will have their contractual regular hourly wage increased by an additional \$.05 per hour.

7.11 Longevity. Each employee in the defined negotiating unit shall receive \$100 after the completion of four (4) years of service, \$200 after the completion of seven (7) years of service, \$300 after the completion of ten (10) years of service, \$400 after the completion of fifteen (15) years of service, \$500 after the completion of twenty (20) years of service, and \$600 after the completion of twenty-five (25) years of service.

Employees eligible for a longevity payment will receive the cumulative amount specified in this contract unless such sum is less than the current remuneration. The sum scheduled in this contract shall be used when it exceeds the amount an employee is receiving.

7.12 Mileage. When an employee must use his/her own vehicle for County business, the County agrees to pay the prevailing IRS rate upon submission of appropriate vouchers.

7.13 Shift Differential. Each employee who is regularly assigned to the second or third shift or who is scheduled to work the second or third shift will be compensated by receiving forty-five cents (\$.45) per hour extra for hours worked on the second shift and fifty cents (\$.50) per hour for hours worked on the third shift.

Employees who are regularly assigned to the second or third shift will receive the shift differential pay for any vacation, holidays, sick leave and personal leave used.

Any employee who is not regularly assigned to a shift other than a normal, usual day work shift, but who is required to work such a shift, shall receive the aforementioned shift differential pay only for the days he/she actually works such

shift.

7.14 Call-Out Pay. Call-out pay shall be a minimum of three (3) hours' pay or equivalent time off to be taken at a time mutually agreeable between employer and employee.

7.15 Unscheduled Call-Out Incentive. In recognition that certain employees of the Department of Public Works (including the Highways and Bridges Division, Building Maintenance Division, and the Oneida County Airport) and certain employees of the Wastewater Pollution Control Department, are engaged in winter snow and ice removal activities and must be responsive to unscheduled call-outs, and to ensure an acceptable level of service by such employees, the following call-out incentive response plan will be in operation beginning with the 2000-01 snow and ice removal season:

A. In instances where an employee is called out ten (10) or more times during the season and:

| Responds To: | Receives: |
|--------------|-----------|
| 75% calls    | \$200     |
| 85% calls    | \$230     |
| 95% calls    | \$300     |

B. Operating Conditions

(i) Each employee of the Department of Public Works (including the Highways and Bridges Division, Building Maintenance Division, and the Oneida County Airport) and each employee of the Wastewater Pollution Control Department, involved in snow and ice removal activities, and subject to unscheduled call-outs, shall be eligible for the incentive plan. The beginning and ending dates of the snow and ice removal season shall coincide with the major shift changes for snow and ice removal.

(ii) Call-out shall be made in strict accordance with the established procedures of the particular department or division.

(iii) The incentive response payment will be made in the form of a separate lump sum check to be paid at the end of the season, but no later than June 15th.

7.16 One-Person Plowing Bonus Pay. Effective November 1, 2000, each employee of the Highways and Bridges Division of the Department of Public Works who is assigned to the one-person snow plowing (OPP) program shall receive a bonus payment at a rate of Three Dollars (\$3) per hour for each hour that the employee is actually engaged in such work activity. Such work time shall be rounded off to the nearest quarter hour. The bonus amount shall be paid biweekly and included in the employee's regular biweekly paycheck. Although the OPP is presently limited to state highways, employees will also receive this bonus if the OPP is extended to local highways in the County.

#### ARTICLE VIII      WORK HOURS

8.1 It is agreed that the workweek and the workday shall continue as presently existing during the course of the Agreement as it did prior to the effective date of this Agreement. The County agrees that neither the workweek nor the workday shall be modified, changed or amended without written mutual agreement of the parties.

Any County employees subject to assignment of shifts or work schedules other than the normal day work hours for their department, will be notified by lists posted in proper places at least two weeks in advance. Such schedules may be modified by the department head in cases of emergency, personnel absences and other reasonable needs of the department.

#### Forty Hour Employees

A forty (40) hour workweek will be in effect for the following departments within all divisions, all locations, but with the exception of clerical: Department of Public Works, Oneida County Airport, Water Pollution Control Department, and Buildings and Grounds.

#### ARTICLE IX      OVERTIME PAY

9.1 All hours worked in excess of eight (8) hours per day or forty (40) hours per week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensated by granting one and one-half (1-1/2) times the number of overtime hours worked as compensatory time

off. The employee shall make his/her choice (overtime or compensatory time) known to his/her department head not later than the end of the pay period in which the overtime is earned. Compensatory time may not be accumulated in excess of eighty (80) hours. Reasonable exceptions, however, may be granted at the department head's sole discretion. Where compensatory time is granted, it must be requested in advance from the department head or his/her designee. Compensatory time shall not be unduly denied; however, the department head or his/her designee shall have the right to limit the number of employees using compensatory time according to work requirements and the operating needs of the County.

9.2 For those authorized hours worked in excess of the employee's normal workweek as specified in Article VIII, but fewer than forty (40) hours, the employee shall have the option of receiving compensation at the employee's regular compensation rate or straight compensatory time off for all such time up to forty (40) hours.

9.3 Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

9.4 Although paid time off due to vacations, personal leave, compensatory time, and bereavement leave and, effective December 1, 2000, designated holidays other than floating holidays, shall be considered as time worked in computing eligibility for overtime compensation, paid time off due to sick leave and floating holidays shall not be considered as time worked for overtime purposes. Notwithstanding this, for those Department of Public Works personnel working under the Snow and Ice Removal Contract, sick leave will be excluded from time worked in computing eligibility for overtime compensation but only for the day when actual sick leave is used.

9.5 It is also understood that the County shall have the discretion to offer each active employee announced voluntary opportunities to convert a predetermined portion of the employee's accrued compensatory time under any provision of this Article to a monetary payment to the employee for such time. These opportunities shall be controlled and administered by the County in its sole discretion and will occur no more frequently than once per year.

## ARTICLE X

## RETIREMENT

10.1 The County agrees to provide Section 75-g of the New York State Retirement and Social Security Law on a noncontributory basis for Tier I and Tier II Retirement System members covered by this Agreement.

10.2 The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier III and Tier IV Retirement System members covered by this Agreement.

10.3 The County further agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a noncontributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

10.4 It is agreed that any specific question regarding membership in the New York State Retirement System shall be directed to the headquarters of the System, Alfred E. Smith Office Building, Albany, New York 12244.

10.5 Retirement Incentive. Any employee who has completed at least ten (10) continuous years of service with the County, and who submits an irrevocable letter of resignation for the purpose of retirement and who then retires directly into or under the New York State Employees' Retirement System with an effective date of retirement occurring between September 1, 2003 and November 30, 2003, shall receive a single Ten Thousand Dollar (\$10,000) lump sum payment from the County, said payment to be made within thirty (30) days following the effective date of said retirement.

## ARTICLE XI

## LEAVE OF ABSENCE WITH PAY

### 11.1 Sick Leave.

A. It is agreed that each employee in the defined bargaining unit shall earn one (1) day sick leave per month. Each employee may accumulate up to a maximum of one hundred



eighty (180) working days, subject to limitation by Article X. Sick time cannot be used before it is accrued.

B. The County and UPSEU agree that sick leave should be used for legitimate purposes and is not to be abused. Medical certificates will not normally be required to substantiate requests for approval of sick leave for three (3) days or less.

However, in questionable circumstances, such as repetitive taking of sick leave before or after holidays, vacations, personal leave days or pay days, an employee may be required to justify the sick leave of any length of time by providing a medical certificate.

#### 11.2 Vacation Schedule.

A. For full-time employees the following vacation schedule applies:

|                                       |         |
|---------------------------------------|---------|
| Less than one year's service .....    | none    |
| After one year service .....          | 5 days  |
| After two years of service .....      | 10 days |
| After five years of service .....     | 15 days |
| After ten years of service .....      | 16 days |
| After eleven years of service .....   | 17 days |
| After twelve years of service .....   | 18 days |
| After thirteen years of service ..... | 19 days |
| After fourteen years of service ..... | 20 days |

B. An employee shall have the right to carry over a maximum of fifteen (15) days vacation time from one vacation year into the next vacation year. Vacation to be taken at a time mutually agreeable to employer and employee.

11.3 Holidays. The County agrees that each employee shall receive the following paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Veterans' Day          |
| Washington's Birthday  | Thanksgiving Day       |
| Good Friday            | Day after Thanksgiving |
| Memorial Day           | *Floating Holidays (2) |
| Independence Day       | Christmas Day          |

\*Floating holidays may be taken at a time mutually agreeable to employer and employee. The floating holiday shall not be unduly denied. However, the department head/designee shall have the right to limit the number of employees using a floating holiday according to work requirements. Floating holidays shall not accumulate from year to year but rather must be used within the year they are earned.

Effective October 1, 1997, newly hired employees hired prior to July 1 of the particular year shall receive two (2) floating holidays at the time of hire for use during the balance of the calendar year of hire. Newly hired employees hired on or after July 1 shall receive one (1) floating holiday at the time of hire for use during the balance of the calendar year of hire.

Except as qualified above, floating holidays shall be credited on January 1 of the year for use during the balance of the calendar year. It is understood that those employees hired prior to October 1, 1997 received two (2) floating holidays for calendar year 1997.

When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Personnel who are required to work on any of the above holidays, shall receive a day off with pay, mutually agreeable to the Department Head and the employee. Personnel who are required to work on any of the above holidays shall have the option of receiving a day's pay instead of an alternate day off. Employees required to work Thanksgiving Day, New Year's Day, or Christmas Day will be paid at time and one-half their regular rate of pay.

Selection of those employees designated to work on any of the above holidays shall be at the discretion of the Department Head.

11.4 Personal Leave. Each employee in the defined bargaining unit shall be allowed up to four (4) working days leave per year non-cumulative without any restrictions, upon prior approval of the Department Head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave which will not exceed the maximum of 180 working days.

ARTICLE XII      WORKERS' COMPENSATION

12.1 The County shall provide Workers' Compensation benefits in accordance with applicable law.

12.2 An employee who is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the County and who receives Workers' Compensation benefits, shall receive a leave for compensable illness or injury in accordance with Section 71 of the Civil Service Law. The County will continue its usual share of the health benefit premium expense during the authorized leave.

12.3 In those instances where an illness or injury is determined by the County, or other forum of competent jurisdiction, to be compensable as arising out of and in the course of employment, the employee will be offered a choice of either option A or B listed below. such election of options must be done in writing and if no option is elected by the employee in writing, he/she shall be assigned option (A) until such written election is received by the County's Workers' Compensation Department.

A. The employee shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The employee will not draw sick leave even though he/she might be eligible; or

B. The employee shall be permitted to use paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences.

12.4 In the event that the employee elects option (B) above, the County shall file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time will be restored on a pro rata basis by dividing the amount of reimbursement obtained by the employee's

daily salary and will be reinstated after the employee returns to active County employment, subject to reimbursement from any compensation insurance carrier.

12.5 The County reserves the right to change insurance carriers, or to self-insure, for Workers' Compensation benefits and agrees to consult with UPSEU prior to any such change.

#### ARTICLE XIII      HEALTH AND SAFETY

The County and UPSEU shall continue to make reasonable provisions for the health and safety of unit employees during the hours of their employment. A committee will be appointed to periodically review health and safety factors within County facilities. The committee will be composed of no more than two (2) representatives of the County Executive and one outside representative of UPSEU and one (1) unit member to be designated by UPSEU. This committee may make advisory recommendations to the County Executive, who retains the final decision-making power.

#### ARTICLE XIV      UNEMPLOYMENT INSURANCE

The County shall provide unemployment insurance benefits in accordance with applicable law.

#### ARTICLE XV      JOB SECURITY

15.1 Seniority shall be defined to mean an employee's length of continuous service for the County from the employee's original date of hire as a regular budgeted full-time employee. Seniority shall be departmental.

15.2 A regular budgeted full-time employee will acquire seniority after successfully completing the probationary period which seniority shall then run from the employee's original date of hire as a regular budgeted full-time employee.

15.3 An employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new employee, under any of the following conditions:

A. When the employee resigns voluntarily from employment; or

B. When the employee is discharged or resigns in lieu of dismissal; or

C. When the employee retires; or

D. When the employee fails to return to work within two (2) weeks of notice of recall following a layoff, or following any authorized absence, or by transfer to a position not covered by this Agreement for a period equal to or greater than three (3) months.

15.4 Departmental seniority shall apply to:

A. Layoff and recall of noncompetitive and labor class employees;

B. Vacation time selection; and

C. Filling vacancies, including shift openings in a shift other than the day shift, as limited by the conditions specified in Article XV(5) below.

15.5 For purposes of this Article, a vacancy shall be defined as any regular budgeted full-time position in the noncompetitive or labor class for which the County Executive has authorized hiring replacements. When such a vacancy occurs, it will be posted County-wide. In order to facilitate posting, the County shall send interoffice mail copies of such vacancy announcements to each recognized union shop steward. UPSEU shall also be furnished copies of such announcements at its Utica office. Announcements shall be posted on the union bulletin board by the recognized shop steward. Bargaining unit members who meet the minimum qualifications for such position, and who express an interest by written application for appointment to such position, shall be given first consideration for the vacancy. Selection from among those bargaining unit members shall be on the basis of departmental seniority, attendance, job performance and qualifications of the respective employee, and where these factors are relatively equal in the opinion of the department head, departmental seniority shall prevail. The County may also fill the vacancy from outside the bargaining unit

provided that no internal applicant possesses the minimum qualifications or meets the provisions set forth above, as reasonably determined by the County. Selection shall be the responsibility of the department head who may temporarily fill a vacancy pending compliance with the posting requirements above.

15.6 Announcements for Civil Service examinations for competitive class positions in the bargaining unit shall be sent by interoffice mail to each recognized union shop steward. The union shall furnish a list of such shop stewards. UPSEU shall also be furnished copies of such announcements at its Utica office.

15.7 Layoff in the Competitive Class. The County, in its discretion, shall determine whether layoffs are necessary for employees in competitive class positions. If it is determined that such layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Oneida County Civil Service Rules.

15.8 Layoff in the Noncompetitive or Labor Class. The County, in its discretion, shall determine whether layoffs are necessary for employees in the noncompetitive or labor class. If it is determined that such layoffs are necessary, employees in a noncompetitive or labor class job title, within a department, will be laid off in the following order:

A. Temporary and probationary employees shall be laid off first; and

B. Thereafter, permanent employees having seniority shall be laid off by seniority in job title in the inverse order of seniority, that is -- last in, first out.

The County shall forward a list of those employees to be laid off to the County-wide Chief Shop Steward and UPSEU prior to the time that notices are issued to employees. Employees to be laid off will have at least two (2) weeks notice of layoff or be paid in lieu of time. When an employee in the noncompetitive or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within his/her department only. Thereafter, the replaced employee may exercise his/her seniority rights to retreat to his/her last held permanent title in the

noncompetitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior employee in the last affected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement. Noncompetitive and labor class employees who are laid off shall be placed on a recall list for a period not to exceed two (2) years from the date of layoff. If, during the existence of a valid recall list, a vacancy which is to be filled occurs, then an employee will be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is qualified to perform the work. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail and a copy shall be sent to the County-wide Chief Shop Steward and UPSEU. If the employee fails to notify his/her department head in writing of his/her intention to return within two (2) weeks from the date of notice, he/she shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered or certified mail, return receipt requested, to the last known mailing address provided by the employee, it being the obligation and the responsibility of the employee to provide the County with his/her latest mailing address.

15.9 Temporary and probationary employees who have been laid off shall have no recall privileges.

#### ARTICLE XVI      UNIFORMS

16.1 The County shall order and pay for uniforms for the maintenance personnel at the Oneida County Airport.

16.2 The County shall determine the uniform requirements for all County personnel as well as the furnishing and maintenance of uniforms.

#### ARTICLE XVII      DRESS CODE

The County and UPSEU agree to continue negotiations on the issue of the dress code and corrective action for employees who violate same. During the pendency of such negotiations, appropriate dress for all employees of all Departments in Oneida

County, as established by the Commissioner of Personnel, shall be worn on all normal working days. Any employee who is disciplined because of inappropriate dress may appeal the action taken to a three member committee, comprised of the UPSEU President, or his/her designee; the Director of Labor Relations, or his/her designee; and the UPSEU Attorney, or his/her designee. Any costs involved will be shared by UPSEU and the County equally.

Any employee bringing an issue before this committee must do so in writing within five (5) days from the time of the disciplinary action. The committee's decision will be rendered within ten (10) days from the date it receives written notice from the aggrieved employee. The decision of this committee shall be final and binding.

#### ARTICLE XVII-A EMPLOYEE ADDRESS AND TELEPHONE NUMBER

17A.1 It shall be the responsibility of each employee to keep the County informed of his/her current address and a telephone number where he/she can be notified of emergencies and other matters as appropriate.

17A.2 Employee telephone numbers that are unlisted shall be held in confidence by the County to the greatest extent possible and used for no other purpose than contact by the County.

#### ARTICLE XVIII HEALTH INSURANCE COVERAGE

18.1 The County shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially equivalent to or better than those which existed under the traditional health benefit program in existence immediately prior to the execution of this Agreement subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:

A. The prescription drug plan benefit under the traditional health plan shall be modified to a \$5/generic and \$10/brand name system; and

B. The annual cash deductible under the traditional



health plan will be changed from \$50 per person to \$75 per person for 2001, and to \$100 per person for 2002 and beyond, subject also to a \$150 maximum per covered family which will be increased to \$225 per covered family for 2001, and \$300 per covered family for 2002 and beyond; and

C. The individual major medical benefit under the traditional health plan will be improved from the \$25,000 annual maximum/\$250,000 lifetime maximum to a \$100,000 annual maximum/\$1,000,000 lifetime maximum level.

D. The traditional health plan will also be modified to add specified benefits, for preventive care services such as well baby care, preventive and primary care services for covered dependent children, preventive care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph B above.

18.2 The County shall also offer each employee and his/her eligible dependents the option of participating in a single health maintenance organization (HMO) in lieu of participation in the County's traditional health and prescription drug plan. The HMO will be HMO Blue with \$5/generic and \$10/brand name prescription drug rider. It is understood, however, that the MVP HMO option shall remain available, but only through year 2001, with a \$5/generic and \$10/brand name prescription drug plan, provided the employee is presently enrolled in MVP HMO and continues said coverage. If an employee chooses HMO coverage, this option will be in place of benefits currently provided by the traditional health and prescription drug plans. In any event, new employees shall not be eligible for the MVP HMO option.

18.3 Premium Cost Sharing for Health Benefits (exclusive of dental). Effective January 2001, the County shall assume one hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984, according to coverage category (individual, family or individual and minor dependents), based on either the cost of the traditional plan, or the cost of HMO Blue, dependent on the type of plan (traditional

or HMO) selected by the employee. The employee shall bear the remaining cost of said health benefits including any difference in cost between the MVP HMO and HMO Blue premiums.

18.4 Premium Cost Sharing for Dental Benefits. Effective January 2001, the County shall also contribute up to \$20 per month per covered employee for a dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits. The union shall select the dental carrier after consultation with the County. Such dental carrier must be licensed or authorized to provide dental benefits in New York State. No union officer or employee shall have a financial interest in said carrier. The dental plan shall not be with or through a union benefit fund.

18.5 The County reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion of health, prescription drug, and/or dental insurance coverage (subject to the limitation under paragraph 18.4 above) referred to in this Article, so long as the new coverage and benefits are substantially equivalent to, or better than, the programs existing at the time of any such change. The County agrees to consult with the union prior to any such change. However, the County will not be responsible for changes beyond its control unilaterally imposed by an insurance carrier or HMO, in benefits, co-payment provisions, or deductibles so long as the County uses its best efforts to minimize changes by insurance carriers and HMOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any claim disputes concerning said insurance policies, plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

18.6 The County will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the County Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven

(11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive; the payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. In lieu waiver forms must be in by December 31st for the following year.

|                               |       |
|-------------------------------|-------|
| Individual                    | \$300 |
| Individual & Minor Dependents | \$600 |
| Family                        | \$750 |

If an employee who has opted out of the County Health Insurance Program wishes to reenter, he/she may do so during open enrollment periods, January and July of each year. Any employee who is covered as a dependent in the Oneida County Health Insurance Plan is not eligible for the said Lump Sum Payment.

18.7 Data provided by the insurance carriers pertaining to paid claims and rates will be made available to the union for review, comments, or suggestions, provided that such data is not specifically exempted from disclosure by state or federal statute or if disclosed would result in an unwarranted invasion of personal privacy.

18.8 A married couple employed by the County will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

18.9 The County will offer, at no cost to the employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating employees the option of paying the employee's share of the group health and dental premiums on a pre-tax basis in accordance with IRS regulations.

#### ARTICLE XIX      GRADUATE CREDIT HOURS PAY

19.1 Each employee who achieved thirty (30) graduate credit hours in a job-related field will receive Four Hundred Dollars (\$400) in additional compensation. Employees achieving a sixty (60) hour job-related Masters Degree will receive Five Hundred Dollars (\$500) additional compensation. Payments will be made after the Commissioner of Personnel has received proper documentation and certified the change to Audit and Control.

19.2 The Graduate Degree compensation will not be payable to any employee whose job description requires a Graduate Degree in order to qualify for initial employment in that title, effective January 1, 1984.

ARTICLE XX      LUNCH ALLOWANCE

20.1 Employees attending authorized meetings or seminars requiring meal reimbursement will be eligible for reasonable, actual and necessary expenses.

20.2 Highway Department employees shall be reimbursed at rates established in the New York State Schedule for seasonal work requirements.

20.3 Unit supervisors and department heads are responsible for validating the assignment and claim.

ARTICLE XXI      TUITION ASSISTANCE

21.1 County employees who wish to take job-related courses at any college in the State University of New York ("SUNY") system, Utica College of Syracuse University, or Syracuse University, may do so under the following conditions:

A. The County agrees to pay up to a maximum of One Hundred Thirty-five Dollars (\$135) for a three (3) credit hour course, or Forty-five Dollars (\$45) per credit hour, but in no event more than One Hundred Thirty-five Dollars (\$135) per semester per applicant, or more than Forty-five Dollars (\$45) per credit hour.

B. The County agrees to support up to a maximum of forty (40) three (3) credit hour courses during each semester, or a total of one hundred twenty (120) credit hours each semester.

C. If employee sign-ups exceed the maximum number of credit hours allowed by this Agreement, employees will be subject to a seniority system, with those employees having greatest seniority given the first opportunity to attend.

D. Each employee must have the approval of his/her

department head as well as the department head concurrence as to the job related status of the course, with final approval or disapproval by the Commissioner of Personnel.

E. The County agrees to pay the cost of tuition only.

F. Tuition will be paid directly to the employee upon presentation of proof of successful completion of the course and paid receipt from the college. All courses will be taken outside of the employee's normal working hours.

G. The County Personnel Department will administer this program and establish procedures to be followed.

## ARTICLE XXII GRIEVANCE AND ARBITRATION PROCEDURE

### 22.1 Definitions

Grievance shall mean an alleged violation, misinterpretation or an inequitable application of the terms of either this Agreement, or the Oneida County Personnel Rules, or work rules or administrative orders of the County when such rule or administrative order relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, supervision of employees or rate of compensation (meaning basic salary, longevity, overtime, call-out and shift differential only) provided, however, that the term "grievance" shall not include any matter involving retirement benefits or any other matter which is otherwise reviewable pursuant to law or rule or regulation having the full force and effect of law.

Grievant shall mean either UPSEU, or the employee(s) it represents in the bargaining unit, filing a grievance.

Immediate Supervisor shall mean the employee or officer on the next higher level of authority above the grievant in the department wherein the grievance exists and who normally assigns and supervises the grievant's work and approves his/her time record and evaluates his/her work performance.

Department Head shall mean the principal officer and/or appointing authority of the department.

22.2 For the purpose of this procedure, workdays will exclude Saturdays, Sundays and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by advance mutual written agreement of the parties. The failure of the grievant, either UPSEU or the employee(s) it represents, to proceed within a time limit set forth herein shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will automatically advance the grievance to the immediate next step of the grievance procedure.

22.3 An employee shall have the right to present his/her grievance in accordance with the procedures established herein, free from interference, coercion, restraint, unlawful discrimination, or reprisal and shall have the right to be represented by a UPSEU representative at all stages of the grievance procedure.

22.4 In recognition that there are certain issues which, by their nature, are not capable of being settled at the preliminary stages of a grievance procedure, for example where the grievance involves a significant number of employees or employees from more than one department, the County and UPSEU therefore agree that, subject to an advance mutual agreement of the parties, a grievance may be submitted at an advanced step of this grievance procedure.

#### 22.5 Stage 1

A. An employee or group of employees who claim to have a grievance shall present their grievance to their immediate supervisor orally within five (5) working days after the employee(s) either knew, or should have known, of the occurrence of the grievance, whichever occurs first.

B. Within five (5) working days after presentation of the grievance, the immediate supervisor shall discuss the complaint with the grievant(s) and respond orally.

#### 22.6 Stage 2

A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's oral response, a

formal written grievance to the department head. The written grievance shall contain the circumstances of the alleged violation, the specific provision of the contract, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.

B. The department head shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.

C. Within ten (10) working days of the receipt of the formal written grievance, the department head shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any, and the Commissioner of Personnel.

#### 22.7 Stage 3

A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee(s) may submit within five (5) working days from the department head's response, a formal written grievance to the County Executive, or his/her authorized designee. The written grievance shall contain the circumstances of the alleged violation, the specific provision of the contract, Personnel Rule, work rule, or administrative order alleged violated, the date of the alleged violation, and the remedy sought.

B. The County Executive, or his/her authorized designee, shall meet with the aggrieved employee(s) and the UPSEU representative, if any, to discuss and review the allegations of the grievance.

C. Within ten (10) days of receipt of the formal written grievance, the County Executive, or his/her authorized designee, shall respond in writing to the aggrieved employee(s) with a copy to the UPSEU representative, if any.

#### 22.8 Stage 4

A. In the event the grievance is not resolved within Stage 3, UPSEU, and only UPSEU, may within ten (10) working days after the Stage 3 reply of the County is given or is due, by written notice request arbitration. The County and UPSEU will select the arbitrator from lists submitted to them by PERB. The

selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the County at Stage 3.

B. The arbitrator shall have no authority to make any decision which requires commission of an act prohibited by law nor to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact and law as to whether there has been a violation, misinterpretation, or an inequitable application of this Agreement, or the relevant Personnel Rule, work rule, or administrative order. The arbitrator shall be empowered to determine the issue(s) raised by the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the employer, the union, and the employees covered by this Agreement.

C. The costs of the services and/or any related expenses of the arbitrator, including the initial filing fee, shall be borne by the losing party to the arbitration.

D. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If the arbitrator finds a violation of a specific provision of this Agreement, Personnel Rule, work rule, or administrative order, the arbitrator's award shall not be retroactive in its effects any earlier than five (5) working days preceding the filing of the grievance.

#### ARTICLE XXIII PERSONNEL FILES

23.1 The County shall maintain a central personnel file for each employee. Supervisors may also keep working files.

23.2 Upon written request to the Commissioner of Personnel, an employee may inspect his/her central personnel file subject to the following:



A. Inspection shall occur during nonworking hours, including lunch and break periods, at a time and in a manner consistent with procedures established by the Commissioner of Personnel.

B. Upon request, an employee who has a pending written grievance on file and who is inspecting his/her personnel file with respect to such grievance, may have a union representative present during such inspection.

C. Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of such duplication.

D. Pre-employment information, e.g., reference checks and responses, or information provided to the County with the specific request that it remain confidential, shall not be subject to inspection and copying.

#### ARTICLE XXIV DISCIPLINE AND DISCHARGE PROCEDURE

24.1 Each employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of any other procedures such as but not limited to those specified in Sections 75, 76 and 77 of the Civil Service Law.

24.2 Disciplinary action may include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the County. A notice of such discipline shall be made in writing and served upon the employee with a copy to an outside UPSEU representative at its Utica office and County Commissioner of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

24.3 If the employee disagrees with the disciplinary action, the employee and/or UPSEU may submit a grievance at the Step 2 level of the grievance procedure as specified in Article XXII of this Agreement. Failure to submit a grievance within ten (10)

working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and UPSEU and the matter will be settled in its entirety. Subject to a mutual written agreement between UPSEU and the Commissioner of Personnel, the time limit hereinabove specified may be extended.

24.4 It is expressly understood that the County shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action.

24.5 An employee shall have the right to be represented in disciplinary matters by a UPSEU representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the County and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

24.6 No disciplinary action shall be commenced by the County more than twenty-four (24) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

24.7 Upon request of the employee, a written reprimand shall be removed from the employee's personnel file after two (2) years have passed from the date of the notice of reprimand.

#### ARTICLE XXV      REVIEW OF REALLOCATION AND RECLASSIFICATION

25.1 The County agrees to review reallocation and reclassification of titles within the defined unit. A committee shall be appointed by the County Executive to which UPSEU may bring its request for reallocation and reclassification and the said committee shall review and present its recommendations to the County Executive within thirty (30) days after receipt of same from UPSEU.

The County Executive may, within thirty (30) days after receipt of the committee's recommendations, present his recommendations to the Board of Legislators. The committee and the County Executive shall notify UPSEU of the recommendations they intend to present to the Board of Legislators and reasons for not making any recommendations if such is the case. The County Executive shall also advise UPSEU of the date on which he/she intends to present his/her recommendations to the Board of Legislators.

25.2 The Chief Shop Steward or his/her designee will be granted time to address the above committee regarding any reclassification or reallocation of positions, to answer any questions, and to substantiate the determination for the reclassification or reallocation of position or positions in question.

25.3 The Reallocation and Reclassification Committee will be composed of three (3) members; two (2) members from County management and one (1) member from the bargaining unit. The UPSEU member will be designated by the County Executive from a list of three (3) candidates proposed by UPSEU. The County Executive will give serious consideration to any recommendation made by this committee.

25.4 The County Commissioner of Personnel will work with the State Civil Service Department towards reviewing grades and titles of County positions.

#### ARTICLE XXVI     MISCELLANEOUS

26.1 Emergency Closing. When there is an emergency closing of County facilities, as determined solely by the County Executive, due to inclement weather conditions, affected employees may be released from duty with no loss of pay or benefits. It is expressly understood that those employees who are not released from duty as determined solely by the County Executive, or his/her designee, shall not receive any compensatory time off or additional pay for such time worked.

26.2 Copies of Contract. The County agrees to supply and deliver to the officers of UPSEU, five hundred (500) copies of

the contract for distribution by UPSEU sixty (60) days after ratification by both parties.

26.3 Bulletin Boards. The County will make available to UPSEU designated space, not to exceed three (3) feet by three (3) feet in area, on presently designated bulletin boards maintained on the premises of all County facilities for the purpose of posting UPSEU notices. It is further agreed that UPSEU shall post no defamatory, political, derogatory, or libelous materials.

The bulletin board space will at all times carry a label, device, or notice clearly identifying it as UPSEU space (for use) and disclaiming County responsibility for any matters posted on it. It is further agreed that UPSEU shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any actions taken by UPSEU with respect to the posting of UPSEU notices.

26.4 Leave for Court and Jury Attendance. Employees who are required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other order of the court, shall be granted a leave of absence with pay where such service occurs during the employee's normally scheduled work time. Such absence shall not be deducted from any other leave allowance. The employee shall also be entitled to retain any mileage compensation paid by the court. When an employee receives notice of call to jury duty, or is subpoenaed to appear in court, said employee shall notify his/her supervisor of such as soon as reasonably practical and generally on the employee's first scheduled workday following receipt of such notice or subpoena by providing a copy thereof to the supervisor. If a day shift employee is excused from juror or witness duties prior to 1:00 p.m., the employee shall return to work for the remainder of the workday. Second shift employees shall report to work immediately upon being excused by the court, if at least three (3) hours are remaining in the employee's regularly scheduled workday.

26.5 Appendix A. The County of Oneida and UPSEU mutually agree to sit together to discuss the positions which should be either included or exempt from the negotiating unit immediately following ratification of this contract.

26.6 Seasonal Duties. The County agrees to pay a one-time

lump sum payment, the first payday following the close of the snow season (April 15th) to those employees in the Department of Public Works, Division of Highways and Bridges, who have been designated by the Commissioner of Public Works as Snow Inspectors for the foregoing season.

This payment will be in the amount of Five Hundred Dollars (\$500) per season, and will be pro rated based upon the number of work days the individual employee was assigned to Snow Inspector duties.

26.7 Probationary periods for employees in the competitive, non-competitive, and labor classes will be administered in accordance with the provisions of the Oneida County Civil Service Rules.

26.8 The County will sit with UPSEU and the Commissioner of Water Pollution Control regarding overtime provisions at the facility.

#### ARTICLE XXVII    GENERAL CONSIDERATIONS

27.1 No Article or section in this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state, or federal.

27.2 The County has no intent to eliminate coffee breaks and other similar benefits between the Department Head and the employee, but the County, through its department heads, will schedule a time in the morning and afternoon for coffee breaks.

27.3 In the event that any term or provision of this Agreement shall be determined or declared by any court of competent jurisdiction to be null, void, or unenforceable, or not in accordance with applicable statutes, such action shall not affect any of the rest of this Agreement which shall thereafter continue in full force and effect.

If such determination or declaration is made, the parties shall meet immediately upon request of either party for the purpose of negotiating a satisfactory replacement for such

term or provision hereof as may have been declared null, void, or unenforceable.

#### ARTICLE XXVIII LEGISLATIVE APPROVAL

28.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XXIX CONTINUATION

29.1 This Agreement shall become effective upon ratification and signing by the appropriate parties, and shall terminate at the close of business on December 31, 2003.

29.2 The County and UPSEU recognize the desirability of commencing negotiations by January 1, 2003, should either party desire to modify this Agreement, so that the negotiated Agreement's terms and conditions can hopefully be available for the 2004 County budgetary process. If neither party expresses a desire to modify this Agreement by written notice delivered to the other party not later than September 1, 2003, this Agreement shall be automatically continued for the 2004 budgetary year at the same terms and conditions of the 2003 budgetary year.

29.3 The written notice provision of this Article shall be deemed complied with upon service of said notice upon the County Executive and/or upon the President of UPSEU.

29.4 This Agreement may be amended only by mutual written agreement of the parties. Such amendments shall be dated and signed by the parties and shall constitute a part of this Agreement.

This Agreement represents terms and conditions of employment as agreed upon during negotiations between the County of Oneida and the United Public Service Employees Union ("UPSEU").

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT:

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001.

COUNTY OF ONEIDA

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

By: \_\_\_\_\_  
COUNTY EXECUTIVE

By: \_\_\_\_\_  
PRESIDENT, UPSEU

\_\_\_\_\_  
NEGOTIATING TEAM MEMBER

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NEGOTIATING TEAM MEMBER

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ONEIDA  
AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION

Notwithstanding that the issues of job titles and salary allocations/reallocations, as well as employee training, are generally non-mandatory subjects of bargaining, the County and UPSEU hereby agree to refer to labor/management meetings, and to discuss in good faith, the general issues of employee training, work force development, career ladders, and job satisfaction for members of the Blue Collar bargaining unit.

The issue of the health insurance buyout under Article 18.6 of this Agreement shall also be referred to the labor/management committee process for further discussion.

The above-referenced labor/management meetings shall commence within forty-five (45) days after ratification of the 1996-2003 collective bargaining agreement and shall be conducted in accordance with Article IV-A of the collective bargaining agreement.

Dated: \_\_\_\_\_, 2001.